

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In re: : Case No.: 22-21258-GLT
: Chapter: 13
Sam M Burns :
: Date: 4/30/2025
: Time: 10:00
Debtor(s). :
-

PROCEEDING MEMO

MATTER: #88 - Objection to the Notice of Mortgage Payment
Change Re: Claim Number 6.
[Response due 2/3/2025]

APPEARANCES:

Debtor: Lawrence Willis
Shellpoint: Brian Nicholas

[10:00]

NOTES:

Willis: An amended plan was filed to incorporate the previous loan modification. A notice of payment changed the escrow amount to (\$544.81) for a total payment of \$1,969.19. A second notice filed January 9, 2025 (\$2,352) increased the escrow amount by \$400. I have been working with Attorney Nicholas and the issue we encountered was that the property sits in-between two counties, and the taxes were being paid to the wrong county. As of now, there is an agreement between Beaver and Washington County to fix that issue. I received an updated escrow analysis, and upon review I think the escrow has been resolved. My client is current on their bankruptcy payments. The escrow payment needs to be \$439.44. Beaver County has a higher property tax than Washington County. The debtor was being charged a higher rate. I would like the loan history for this account. Attorney's fee reimbursement is another issue here, as resolving the problems here have taken so much time.

Nicholas: It is interesting that one of the counties (Beaver) has voluntarily agreed not to collect property taxes. We are trying to fix this holistically. The January 9, 2025 notice needs to be withdrawn. An amended proof of claim and loan modification needs to be filed. I agree that the escrow amount is \$439.44, (1853.82) (effective July 1, 2025).

OUTCOME:

1. The *Objection to U.S. Bank Trust National Association's Payment Change Notices Dated January 8, 2025 and January 9, 2025* [Dkt. No. 88] is **DENIED** in part and **SUSTAINED** in part. (a) The objection to the January 8, 2025 Notice of Mortgage Payment Change is DENIED. The January 8, 2025 Notice of Payment Change shall remain in effect, subject to the terms of this Order; (b) Effective July 1, 2025, the mortgage payment shall be \$1,853.82, consisting of principal and interest of \$1,414.38 and an escrow component of \$439.44; (c) The Notice of Mortgage Payment Change dated January 9, 2025 is DENIED as withdrawn; (d) On or before May 30, 2025, J.P Morgan Acquisition Corp. c/o NewRez, LLC d/b/a Shellpoint Mortgage Servicing shall (i) file an amended proof of claim; and (ii) provide a complete loan history for the debtor's account to debtor's counsel; (e) The relief provided herein is without prejudice to the debtor's request for payment of counsel fees for any work related to the Objection.

[Chamber order]

DATED: 4/30/2025